

Document 3260
Adopted at Meeting of 1/14/76

AGREEMENT made this day of January, 1976, by and between the City of Boston, a municipal corporation duly organized and existing in and under the laws of the Commonwealth of Massachusetts, acting by and through its Office of Community Development, hereinafter referred to as the "City", and the Boston Redevelopment Authority, a public body corporate and politic organized and existing under M. G. L., C. 121B, hereinafter referred to as the "Authority".

WHEREAS, with the assistance of the federal, state and city governments, the Authority has initiated and administered an extensive urban renewal program within and for the City under the provisions of Title I of the Housing Act of 1949; and,

WHEREAS, several of the individual projects within said urban renewal program have not been completed; and,

WHEREAS, the City, under the provisions of the Housing and Community Development Act of 1974 (P.L. 93-383), has received a Community Development Block Grant, which grant may be utilized, inter alia, for the completion of projects initiated by the Authority; and,

WHEREAS, the City and the Authority desire that a portion of said grant be made available in order to realize the completion of certain of said projects;

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

SERVICES OF THE AUTHORITY

The Authority agrees to provide the City with such services as are necessary or desirable to effect the completion of those

projects which are a part of the urban renewal program and for which projects the City is providing assistance, which services shall include, but shall not be limited to, the following:

(i) PROGRAM ADMINISTRATION. The Authority will supervise the completion of urban renewal activities in the West End, the South End, the South Cove and the Fenway Urban Renewal Areas and each and every other active urban renewal project within the City.

The Authority will cooperate with the City in implementing the Community Development Program, including the preparation and submission of a comprehensive close-out plan for each project and/or program under its auspices and to otherwise assist the City in its efforts to comply with the close-out planning requirements of the Community Development Act of 1974.

Services of the Authority shall also include the provision of legal, accounting and purchasing activities as are necessary and appropriate for the efficient supervision and administration of close-out activities.

(ii) PROJECT MANAGEMENT. With respect to those urban renewal projects which are delineated on the budget attached hereto and made a part hereof, which budget is marked "Schedule A", the Authority will direct and supervise all activities regarding such specified projects. Thus, all phases of renewal activities will be supervised by the Authority, including the maintenance of appropriate site offices, the continued communication with the general public and affected community groups, and the continued assistance in planning the future direction in specific project areas. In addition, the Authority will provide necessary and appropriate administrative staff, including project managers and assistants, at a cost or expense within the limits set forth as "administrative costs" for each specific project in Schedule A.

(iii) SURVEY AND PLANNING. The Authority will provide necessary and appropriate survey and planning services at a cost or expense within the limits set forth as "planning and survey costs" for each specific project on Schedule A. Such services are to include surveying, mapping, master engineering, submissions to the Public Improvements Commission and the preparation of environmental assessments.

(iv) TEMPORARY OPERATION OF ACQUIRED PROPERTY. The Authority will maintain all property owned by it, the cost of which shall not exceed the limits set forth in Schedule A for each specific project. The provision of maintenance shall include the retention of personnel sufficient to protect buildings against vandalism, to make and keep buildings safe and habitable, and to enforce all rental agreements.

(v) PROPERTY ACQUISITION. The Authority will perform all activities necessary to acquire properties within each specific project, as shown on Schedule A, including appraisals, title and related legal services, actual acquisition and the payment of awards. The cost of said activities are not to exceed the limits set forth in Schedule A.

(vi) RELOCATION ACTIVITIES. The Authority will provide relocation services and benefits in accordance with the limits set forth for the same in Schedule A.

(vii) SITE CLEARANCE, PREPARATION AND DISPOSITION. The Authority will execute and supervise such contracts or agreements as are necessary and appropriate to clear, prepare and dispose of sites in project areas at costs not to exceed the limits set forth in Schedule A. Said contracts shall include, but not be limited to, demolition activities, street improvements, utility installation, disposition appraisals and the preparation of parcel delivery plans and such other related activities as are required and mandated by the applicable urban renewal plan.

(viii) INTEREST PAYMENTS. The Authority will pay or cause to be paid the interest due on federally guaranteed urban renewal loans in the amounts set forth for each specific project in Schedule A.

(ix) FINANCIAL ADMINISTRATION AND REVIEW. Notwithstanding anything herein contained to the contrary, the City agrees to review any amendment to the attached budget requested by the Director of the Authority so as to provide both the City and the Director of the Authority with that flexibility necessary to satisfy to the maximum extent possible the several and varied program needs and objectives.

The Authority will adopt, implement and maintain such reasonable accounting practices and procedures as are approved by the Office of Community Development of the City. In addition, the Authority will participate in any reasonable financial review procedures established by said Office of Community Development, it being the intention of both parties that budget deficiencies be avoided.

ARTICLE II

SCOPE OF CITY SERVICES

The City agrees to provide such financial or other services as are necessary, desirable or appropriate to assist the Authority in the performance of its duties hereunder, which services shall include, but shall not be limited to, the following:

(i) ENVIRONMENTAL REVIEW. In accordance with the requirements of the Community Development Act of 1974, the City will conduct any and all necessary environmental reviews of urban renewal activities. Notwithstanding the foregoing, it shall be the responsibility of the Authority to prepare environmental assessments in accordance with Section (iii) of Article I.

(ii) PAYMENT. The City will pay to the Authority on the 15th day of each calendar month commencing after the effective date hereof an amount equal to the amount incurred by the Authority in the performance of its obligations hereunder. No cost or expense will

be repaid to the Authority unless it is within the limits of the attached budget, unless said budget is amended in accordance with Section (ix) of Article I. Notwithstanding the foregoing, this section shall not be deemed to limit the liability of the City for losses incurred by the Authority and for which losses the City is responsible under the provisions of Article X hereof.

ARTICLE III

TERM

This Agreement shall be deemed to be effective from June 6, 1975 until March 31, 1976, unless extended in writing by the parties or terminated prior to March 31, 1976, pursuant to the provisions of Article VIII hereof.

ARTICLE IV

REPORT AND REVIEWS

The Authority shall submit a monthly written report to the Office of Community Development of the services rendered to the City pursuant to Article I hereof. The content and format of such reports shall be determined by the Office of Community Development.

ARTICLE V

COMPENSATION

The City shall pay and the Authority shall accept as full compensation for services rendered hereunder an amount not to exceed Six Million (\$6,000,000.00) Dollars. Such amount, however, shall not be deemed to include losses incurred by the Authority and for which losses the City is responsible under the provisions of Article X hereof. The City shall have access to the books, records and accounts of the Authority, which books, records and accounts shall be maintained in accordance with the provisions of Section (ix) of Article I hereof.

ARTICLE VI

ASSIGNMENT

The Authority shall not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of the City.

ARTICLE VII

AMENDMENT

This Agreement shall not be amended without the written consent of the parties hereto and, further, without the written approval of the Mayor of the City of Boston.

ARTICLE VIII

TERMINATION

This Agreement shall be subject to termination by either party by the delivery of a written notice of intention to terminate the same in sixty (60) working days. In the event of termination, all contractual obligations incurred by the Authority on behalf of the City under this Agreement will not be affected.

ARTICLE IX

AUTHORITY'S INDEMNIFICATION

The Authority shall be responsible for any and all losses occasioned or incurred by the City as a result of its actions in performing its duties hereunder and shall indemnify and save the City, its officers, agents and employees harmless from any and all suits, claims or demands brought or made against them or any of them arising from any act or omission of the Authority, its officers, agents or employees relating to the performance of its duties hereunder.

ARTICLE X
CITY'S INDEMNIFICATION

The City shall be responsible for any and all losses occasioned or incurred by the Authority as a result of its failure to perform its obligations or duties hereunder and shall indemnify and save the Authority harmless from any and all suits, claims or demands brought or made against the Authority, its officers, agents, servants or employees arising as a result of any act or omission of the City, its agents, servants or employees related to the performance of its obligations hereunder.

ARTICLE XI
PERFORMANCE BOND

Simultaneously with the execution of this Agreement, the Authority shall deliver a bond in the sum of One Thousand (\$1,000.00) Dollars issued by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One (\$1.00) Dollar, payable to the City of Boston and delivered to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Authority.

ARTICLE XII
RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Authority of what the City tenders as the final payment by it under this contract, the Authority shall execute and deliver to the City a release from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the Agreement.

ARTICLE XIII

DAMAGES TO THE AUTHORITY

Any damages actually sustained by the Authority due to any act or omission for which the City is responsible, the City shall allow the Authority a sum equal to the amount of such damages sustained by the Authority, provided that the Authority shall have delivered to the City a detailed written statement of such damages and cause thereof within thirty (30) days of the act or omission by the City.

ARTICLE XIV

DAMAGES TO THE CITY

If the Authority shall provide services in an unsatisfactory manner, the City shall request the Authority to revise said services at no additional cost to the City. Such request shall be a written notice to the Authority setting forth specifically those elements of the services not satisfactory to the City and the Authority shall have the opportunity to respond to said notice.

If the Authority fails to provide services in accordance with the terms hereof, the City may make any reasonable purchase or contract to purchase services in substitution for those due.

The Authority shall not be liable for any damages sustained by the City due to the Authority's failure to furnish services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency of the non-occurrence of which was a basic assumption under which this contract was made, including, without limiting the generality of the foregoing, a state of war, act of enemies, embargoes, expropriation or confiscation of facilities used by the Authority or by labor strike, or by the Authority's compliance with any federal, state or municipal governmental regulation or order, provided that the Authority has notified the official in writing of such cause within thirty (30) days of its occurrence.

ARTICLE XV
SPECIAL PROJECTS

In addition to the respective obligations herein contained, the parties agree that the Authority will continue, undertake and administer such other non-urban renewal projects as may be mutually agreed upon in writing and that the City will reimburse or pay to the Authority the expenses or costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first set forth above.

This contract is being executed without an appropriation in accordance with G. L. c. 44 S. 53A pursuant to a city council order approved by the Mayor on May 28, 1975.

Certified as to availability of funds:

CITY OF BOSTON

Auditor

By _____

Approved as to form:

Corporation Counsel

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert T. Kenney, Director

Approved as to form:

Charles J. Speleotis
Chief General Counsel

MEMORANDUM

JANUARY 14, 1976

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT

The Office of Community Development has agreed to provide this Authority with Six Million (\$6,000,000.00) Dollars of its community development funds for the period June 6, 1975, to March 31, 1976. These monies are made available for the purpose of permitting the Authority to continue its activities in several project areas in accordance with the Community Development Act of 1974. It is recommended that the Director be authorized to execute an Agreement with the Office of Community Development whereby the Authority would receive said Six Million (\$6,000,000.00) Dollars in return for the rendering of several and varied urban renewal services such as planning, surveying, site clearance, etc.

An appropriate Vote follows:

VOTED: That the Director be and is hereby authorized to execute an Agreement by and between the Authority and the Office of Community Development, whereby the Authority will receive Six Million (\$6,000,000.00) Dollars in return for the rendering of urban renewal services. Said Agreement is to be substantially in the form attached hereto.

Attachment